



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 N. PACE BLVD.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:

Monday, July 31, 2023

PURCHASING CONTACT & TELEPHONE:

Shelby Stidham, (850) 469-6210

sstidham@ecsdfl.us

RFP TITLE:

Brand Personal Pan Pizza Program

RFP NUMBER:

240102

RFP OPENING DATE & TIME: **Tuesday, August 15, 2023 1:30 p.m., Central Standard Time**

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the **School District's Purchasing Office at 75 N. Pace Blvd., Pensacola, Florida, 32505** by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified. **If submitting electronically, Responders shall submit their response on BidNetDirect.com.** RFPs may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE _____ BIDNET _____ DEMAND STAR _____ PRIME VENDOR _____

OTHER _____ (PLEASE SPECIFY _____) MINORITY _____ WOMEN-OWNED _____ SERVICE-DISABLED VETERAN _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA MAY RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

9500-PUR-029 (rev Jan 2004)

I. INTRODUCTION

The purpose of this solicitation is to establish a solicitation for competitive sealed proposals from qualified service providers to furnish pizza products, training and equipment for West Florida High School and potentially six (6) other locations in the Escambia County School District (ECSD). The initial term for the pilot program shall begin, upon School Board approval, on October 1, 2023 through June 30, 2024 with a one (1) year renewal option upon mutual consent of both parties and School Board approval. The one (1) year renewal option shall be in effect for the period of July 1, 2024 through June 30, 2025. All terms, and conditions shall be fixed and in effect for the entire term(s) of this agreement. The District does not pay fuel adjustment charges. The quantities listed herein are the best estimate of the District based on prior and projected usage. The District will make every attempt to adhere as closely as possible to the estimated quantities. However, the District reserves the right to reduce or increase the number of shipments and/or purchase additional quantities at the agreement price at any time during the agreement period.

CALENDAR OF EVENTS	
RFP Posting Date	Monday, July 31, 2023
Deadline for Questions (See Page 2, Section I.)	Monday, August 7, 2023
Answers to Questions Posted and Addendum Issued If Needed (See Page 2, Section I)	Friday, August 11, 2023
RFP Opening (See Page 1)	Tuesday, August 15, 2023
RFP Evaluation	Wednesday, August 23, 2023
School Board Approval	Tuesday, September 19, 2023
Agreement Start Date	Sunday, October 1, 2023

If offering a brand and/or product OTHER THAN ONE OF THE PREAPPROVED BRANDS LISTED, make a notation in the comments section for that item. If you offer a product that is not preapproved in this RFP, you must send a sample for review by Tuesday, August 15, 2023, 12:00 PM, CST. Failure to send a full case quantity sample size in its original packaging and the required documentation when offering an alternate product will result in your proposal being determined “non-responsive” for that item. Unmarked boxes or bags containing loose samples are not acceptable. Samples should be clearly labeled “SAMPLE FOR RFP NUMBER #240102.” If you plan to send samples, the form and instructions will be posted on the Purchasing website at <https://www.escambiaschools.org/Page/1048>. This form must be completed prior to samples being sent. All food samples should be delivered to the Escambia County School District Central Warehouse, 51 East Texar Drive, Pensacola, FL 32503. Refer to Section I. T. – Samples and Brand Name on page 5.

QUESTIONS: Due to time constraints, it is recommended that vendors send questions in a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Monday, August 7, 2023, 4:00 p.m., Central Standard Time.** Changes in the specifications contained in this bid will be made by Addenda. Any Addenda

issued concerning this bid will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A PROPOSAL**, it shall be the sole responsibility of each bidder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if any Addenda has been issued and to obtain such Addendum. Any Addendum and answers to any questions received concerning this bid will be posted by the close of business on **Friday, August 11, 2023**. The direct link to the Bid/RFP Activity Section of the District website is listed below:

<https://www.escambiaschools.org/Page/1048>

All inquiries should be sent to:

Shelby Stidham, Procurement Specialist
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: sstidham@ecsdfi.us

For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above-named individual is ECSD's only designated representative for this RFP. Vendors are expected to utilize this representative for **ALL** Information regarding this RFP. **Vendors who contact any other District employee regarding the subject of this RFP are subject to disqualification from participating in this solicitation.**

II. GENERAL TERMS AND CONDITIONS.

NOTE: The terms "Contractor, Respondent, or Vendor" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and

pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.

- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage

to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.

- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this proposal, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience,

the School Districts sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.

- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, a bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the ECSD Central Warehouse. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this RFP will be:
- (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the bids. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <https://www.escambiaschools.org/procurement> at least five workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <https://www.escambiaschools.org/procurement>. Failure to file a protest within the time prescribed in Section 120.57(3), Florida State Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes. Bid tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective Responder's shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in

response hereto, unless mutually amended in writing.

AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this proposal.

III. **SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

A. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages 1- 41 (entire document) or any of the items listed below may result in your bid not being accepted.**

1. **The entire RFP document (pages 1 - 41) must be returned when offering.** The authorized signature on the first page must be an original or electronic signature. No faxed or emailed documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder must initial the change(s). Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive bid.
2. **Return your original RFP document and one (1) copy.** The copy must be a photocopy of your original proposal and there shall be no difference in the bid document or attached enclosures. Any difference or failure to include bid attachments in both sets may cause your bid to be rejected. **Please mark copy "COPY". Original and copy documents may be printed double-sided with left margin, book-style binding.**
3. Copy of Responder's current business license.
4. **DRUG FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service. Refer to Attachment A.
5. **DEPARTMENT OF AGRICULTURE, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** This form (Attachment B) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
6. **REFERENCE RELEASE FORM (NO. P-002):** If not currently doing business with the Escambia County School District (ECSD), three (3) commercial clients or other School Districts similar to ECSD must be submitted. Refer to Attachment C.
7. **USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This form (Attachment D) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
8. **NON-COLLUSION AFFIDAVIT:** This form (Attachment E) must be signed and returned with your proposal. Failure to return this form will result in your proposal not being accepted.
9. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment F) must be initialed and returned with your proposal. Failure to return may result in your proposal not being accepted.

10. **VENDOR CERTIFICATE REGARDING SCRUTINIZED COMPANIES LISTS:** This form (Attachment G) must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
 11. **E-VERIFY:** This form (Attachment H) must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
 12. **RESPONDER'S VALUE-ADDED SERVICE PROPOSAL.** This should include, but not limited to, information for customer service regarding turnaround time, ordering errors, making materials, and display racks, if applicable.
 13. **RESPONDER'S RECALL POLICY:** A one-page summary of each Responder's recall policy and procedures with vendor contact information.
 14. **USDA CIVIL RIGHTS STATEMENT:** By submitting a Proposal, Vendor agrees to comply this form (Attachment I). It must be returned with your RFP response. Failure to return this form may result in your Proposal not being accepted.
 15. **PURCHASES/BUY AMERICAN:** By submitting a Proposal, Vendor agrees to comply with this form (Attachment J). It must be returned with your response. Failure to return this may result in your Proposal not being accepted.
 16. **CERTIFICATION REGARDING LOBBYING:** By submitting a Proposal, Vendor agrees to comply with this form (Attachment K). It must be returned with your response. Failure to return this may result in your Proposal not being accepted.
 17. **DISCLOSURE OF LOBBYING ACTIVITIES:** By submitting a Proposal, Vendor agrees to comply with this form (Attachment L). It must be returned with your response. Failure to return this may result in your Proposal not being accepted.
 18. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I:** By submitting a Proposal, vendor agrees to comply with this form (Attachment M). It must be returned with your response. Failure to return this may result in your Proposal not being accepted.
- B. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <https://www.escambiaschools.org/procurement>. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees

to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- C. DEFAULT:** The awarded Responder shall inform the School Food Services Department of any problems or delays in providing the awarded item(s) as required. The District shall consider excessive product cost, repetitive non-deliveries, late deliveries, and/or deliveries of products which are either out of condition or not meeting specifications, to be in default of the contract, and may result in termination of the contract.
- D. INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. No product that contains any artificial coloring agent, such as #2 red dye, is to be offered on this bid.
- E. DELIVERY EQUIPMENT (REFRIGERATED AND FROZEN FOOD):** If applicable, the successful vendor and/or his delivering carrier shall utilize properly insulated, mechanically cooled, thermostatically controlled equipment. The proper temperature of 35 to 38F degrees will be maintained for cooler (non-frozen) products and 0 (zero) F degree or below for frozen food items. **This shall be evident upon its arrival at the school cafeterias. All frozen food items must arrive in a hard frozen state.**
- F. ALTERNATE PACKAGING:** Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no vendor is prevented from offering different kinds and sizes of containers and/or number of units in a shipping case.

 - 1. Any alternate packaging offered must be substantially equivalent and listed as an alternate bid.
 - 2. Changes in packaging and packing offered by the Bidder must be clearly indicated in their bid and will be given consideration to the extent deemed consistent with the best interests of the District.
- G. BRAND/PACKER IDENTIFICATION:** In the event of an award, deliveries must be identified by the brand or trade name of the packer as submitted by the vendor in the bid document unless otherwise specifically approved and authorized.
- H. DISTRICT TASTE TEST:** A diverse group of students representing the entire student population at one or more schools will be used to test new food products. Regarding their participation in the taste test, the group of students will be informed of the importance of their decisions in the District menu development. The students will participate in a blind taste test and are given a score sheet to rate each item as acceptable or unacceptable. The test results are tallied and each item is given an approved or unapproved status based on a substantial majority vote. If an item will be used exclusively for a la carte sales, there is an additional question on the score sheet which asks if a student would pay a specified amount for the product. In some instances, new products are tested on the reimbursable meal line and approval is based on verbal student feedback and/or sales.
- I. DESIGNATED CONTACT:** Awarded Responder(s) shall appoint a person to act as a primary contact for the School Food Services Office. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and conditions of this agreement.
- J. BUY AMERICAN ACT PROVISION:** As a participating sponsor of the USDA's National

School Lunch and School Breakfast Programs, the School District of Escambia County, Florida and School Food Services Department must adhere to the “Buy American” 7 CFR Part 210.21(d) provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines “domestic commodity or products” as one that is produced in the United States and is processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Therefore, other than items normally not commercially produced in the United States, all food products should be 100% domestically grown and processed.

- K. INCOMPLETE BID INFORMATION:** Failure to submit a completed proposal on an item prevents any consideration of your proposal on that item. We must have minimum drain weight (MDW) and/or yield when requested.
- L. IRRADIATION PROCESS:** Do not offer any food items preserved by the use of an irradiation process.
- M. MINIMUMS:** The Responder may include a statement regarding minimum order quantities or value affecting final order processing. However, required minimum quantities will be considered in the award evaluation.
- N. WHOLE GRAIN RICH:** Where the term “**whole-grain rich**” appears in the specifications for any of the products listed below, whole-grain rich means the product must contain at least 51% whole grain flour.
- O. RFP QUANTITIES:** **Quantities indicated in this RFP are estimates based on prior year usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- P. TERM OF AGREEMENT:** All terms, conditions, except for pricing, of this agreement shall be fixed and in effect for the entire term(s) of this agreement. The initial term will be effective from October 1, 2023 to June 30, 2024 with a one (1) year renewal option available upon mutual consent of both parties and School Board approval. The one (1) year renewal option will be in effect for the period of July 1, 2024 through June 30, 2025. If the Responder does not wish to exercise a renewal option, the District shall receive written notification ninety-days (90) prior to renewal date.
- Q. EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this proposal with District personnel involved with or related to this proposal, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responder’s offer.
- R. ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this proposal, by signing this proposal, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973,

Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. §1.1 *et seq.*).
3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Rights to Inventions Made Under a Contract or Agreement (37 CFR 401.2).
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract (2 CFR Appendix II to Part 200 (b)).
14. Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].

For Small, Minority/Disabled Service Veteran and Women-owned businesses, this solicitation is also posted with the FL State OSD (Office of Supplier Diversity). We encourage all suppliers to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

- S. INDEMNIFICATION:** The School Board of Escambia County, Florida agrees to indemnify the awarded Responder(s) to the extent and only to the extent of the limits set forth in 768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer’s/employee’s office or employment under circumstances in which the state or such agency or subdivision, if a private person,

would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statute.

ALTERNATE PROPOSALS: The District shall have sole discretion in accepting or rejecting any alternate product offered.

T. ALTERNATE PRODUCTS: The District pre-approves products prior to bid evaluation. Proposing any product not listed on the approved list at the time of RFP posting is an alternate RFP. Responders may propose an equal or equivalent to the item(s) approved. An alternate product will only be considered if a sample is provided to the District in the time and manner listed in Section I, Introduction, page two (2) of this RFP. If approved, the alternate product proposal for that item will be added to the approved product list and will be accepted for potential award on the RFP. Request should be made to the Purchasing Agent listed on page one (1) and page two (2) of this bid document.

IV. ORDER PLACEMENT AND DELIVERY PROCEDURES

- A. ORDERING PROCEDURES:** The maximum lead time for deliveries is three (3) days. It is the District's preference to have a one (1) day lead time for ordering and delivery for ala carte products. For example, orders placed on Thursday are to be delivered on Friday.
- B. DELIVERY:** Delivery of all products to the individual schools will be on a scheduled basis for each school year. At minimum, one (1) delivery per week shall be made if requested by the cafeteria manager. The exact time and place of delivery for each school cafeteria shall be determined on an individual basis with deliveries usually from 6:15 a.m. to 10:00 a.m. Responder will be responsible for the freshness of all products when delivered and date stamped cartons will be utilized to further validate freshness. The Responder must coordinate changes to the delivery schedule with the cafeteria manager. The Responder shall have access to the ECSD campuses from Monday through Friday, except school holidays, partial or unscheduled closing days. When school holidays fall on a scheduled delivery day, deliveries shall be made on the next school day or the prior school day. This shall not preclude the Responder or the cafeteria manager from making adjustment requests as needed for the convenience of either party upon mutual consent. **Under no circumstances is the product to be left unattended on a loading dock. All product must be delivered during a time when the cafeteria staff is present. This also excludes leaving product with custodial, security staff, or any other non-cafeteria school staff.**
- C. PRODUCT QUALITY:** If product is not delivered at the proper temperature, the Responder is required to redeliver the product the same day or early in the morning of the next school day based on the school's needs. If applicable, refrigerated and frozen ala carte items will be maintained at the proper temperature of 35F to 38F degrees for cooler (non-frozen) products and 0 (zero) F degree or below for frozen products. **This shall be evident upon its arrival at the school cafeterias. All frozen food items must arrive in a hard-frozen state.** The Responder shall comply with these mandatory quality specifications. In the event any of the items listed in this bid are not available domestically, the Responder shall submit complete information including product origin with your bid.
- D. PRODUCT AVAILABILITY:** If, for any reason item(s) ordered by a cafeteria cannot be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one (1) day prior to scheduled delivery date and vendor should offer substitution options. All District cafeterias will have up to two (2) days prior to delivery to add and/or cancel items.

- E. **REJECTION PROCEDURES:** The School District and Cafeteria staff have the right to reject any product that does not meet the proper standards as detailed in this proposal. Failure by the cafeteria staff to promptly inspect or accept supplies shall not relieve the vendor from responsibility, nor impose liability on the customer for nonconforming products.
- F. **VENDOR PERFORMANCE:** Vendor must maintain an acceptable level of performance throughout the term of the contract and is required to provide food products in compliance with current ECSD standards. Supplies transported in vehicles that are not sanitary and equipped to maintain prescribed temperatures may be rejected. The District reserves the right to inspect vendor vehicles and all operating plants and facilities. Whether the product meets current ECSD standards will be determined by the Food Services Office.
- G. **ACT OF GOD:** Vendor shall have a plan for distribution of unused product in the event of an "Act of God," such as hurricane, etc., where the vendor would be expected to move as much ordered product as possible to its other customers in the event a school should have to be closed without notice. In the event the vendor's facilities are affected by an Act of God (i.e. hurricane, etc.) and the vendor cannot deliver when scheduled, vendor should notify the School Food Services Office at their first opportunity so the District can make other arrangements for the affected period.
- H. **QUALITY CONTROL/RECALL:** Quality Control Reports are an internal tool used by school cafeteria managers to communicate to the School Food Services Office regarding service, quality of product, contamination, and so forth. Quality Control Reports addressing contamination or any other urgent issues must be responded to immediately by the vendor, in writing. All other quality control reports will be forwarded to the vendor and the vendor must respond, in writing, within seven (7) calendar days of notification.
- I. **FOOD SAFETY AND RECALLS:** The safety of the food supply is critical to ECSD. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential Responder shall have a process in place to effectively respond to a food recall which should include the following objectives:
1. Provide accurate and timely communication to ECSD regarding a food recall.
 2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 3. Streamline the process for reimbursement for recalled product.
 4. A one-page summary of each Responder's recall policy and procedures are to be submitted with this bid.
- J. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** All products will be carefully handled and promptly delivered to conform to accepted industry standards. All products must meet all Federal, State, and Local standards for production, contents, purity and general quality, and must be of fresh quality.
- K. **PRODUCT RECEIVED IN CONDITION THAT WOULD RENDER IT UNFIT FOR HUMAN CONSUMPTION.** All products delivered shall have been processed and packed in accordance with good commercial practices. Any food product offered for delivery that has, in the expert opinion of the Cafeteria Manager, the Food Services Director, the local health department, and/or staff or U.S.D.A. Health Inspector, been for any reason rendered unfit for

human consumption, will be refused and returned to the shipper at the shipper's expense or otherwise disposed of at the direction and expense of the shipper.

L. **DELIVERY ACCURACY AND PRODUCT QUALITY:** Awarded Responder is expected to make deliveries with a minimum of errors. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor.

M. **ITEM SUBSTITUTION:** Each item that is delivered must meet the minimum product specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval**, from the School Food Services Office. All outages and substitutions must be submitted to the School Food Services Department within twenty-four (24) hours prior to delivery. Excessive occurrences of out-of-stock items may be cause for contract cancellation.

V. **INVOICES, STATEMENTS AND PAYMENTS.** Invoices for the purchase of food and nonfood supplies made for schools are to be paid by the Food Services Central Accounting Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions:

A. **DELIVERY DATES/PERIOD:** Each invoice shall indicate the delivery dates.

B. **ITEM DESCRIPTIONS:** All items on delivery tickets must be billed according to the descriptions of item quoted on the RFP. Unit prices for items shall be recorded in the unit of measure presented in the RFP. All invoices shall be accurately extended.

C. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted in triplicate; and all three (3) copies must be signed by the cafeteria manager or their authorized representative. The three (3) copies will be distributed as follows and contain the following information:

1. Two (2) copies left with manager at the time of delivery.

2. One (1) copy returned to vendor.

3. The cafeteria cost center numbers must appear on all invoices.

4. If for any reason, it is necessary to make a change on the delivery ticket (invoices), the vendor shall make an additional charge or credit memorandum, the following procedures shall be followed:

a. All cancellation or merchandise returns must be recorded by the driver on all three (3) copies of the invoices or "pick-up tickets" and these copies shall be distributed as follows:

i. Two (2) copies left with the cafeteria manager at the time of pick-up.

ii. One (1) copy returned to the vendor.

b. All credit memorandums necessitated by non-delivery of centrally purchased items will be deleted from the total payment for that period, listed separately, and supported by descriptive information.

5. **Do not mail information to individual schools.** Except for the school's two (2) copies

of the invoices, all other information shall be mailed to the District's School Food Service Accounting Office.

D. **INVOICES AND CREDIT MEMOS:** All vendors must issue invoices and credit memos in triplicate and all three (3) must be signed by the cafeteria manager or an authorized representative.

1. The vendor shall forward invoices and credit memos, on a weekly basis, by school, directly to the Escambia County School District, School Food Service Accounting Office, 75 North Pace Blvd., Pensacola, FL 32505.
2. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the cafeteria manager. As an acceptable alternative, vendors may bill by statement only, providing that invoice numbers appear on each school cafeteria statement.
3. Weekly statements must be generated for each school cafeteria and each statement number must be different.
4. If for any reason, it is necessary to make changes on the delivery ticket (invoices), the vendor shall make shall an additional charge or credit memorandum.
5. All cancellations or merchandise returns must be recorded and signed by the driver on all three (3) copies of the invoices or "Pick-up tickets".
 - a. The driver will leave two (2) copies with the cafeteria manager at the time of pick-up.
 - b. The driver will retain one (1) copy for the vendor.
6. All credit claims necessitated by non-delivery of centrally purchased items will be deleted from the total payment for that period, listed separately, and supported by descriptive information.

E. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven (7) digit School District item identification number shown in the detail specifications.

VI. SPECIFICATIONS AND PRICING

PLEASE NOTE: Each item has space to indicate portion or container (case, pack) size and the number of portions or containers per case. If the number of containers per case is one (1), then state one (1) in the appropriate box. This information must be filled out even if packaging exactly matches the specifications. See Section III – Special Conditions, (K) for policy on imported products. Any minimum shipment requirement must be noted in the comments section for every item requiring minimum shipments. The District reserves the right to reject your offer of any and all items that have a minimum shipment requirements. If you do not list a minimum shipment requirement on your proposal and it is awarded for that item, the District will not honor minimum ship quantities when orders are placed.

A. SPECIFICATIONS:

1. The District(s) reserves the right to expand or reduce the size of this program based on the needs of the District.
2. Training:
 - A. The successful vendor must have staff for training purposes. Prior to beginning operation

of this program within the schools, the Child Nutrition Program Director and/or designee(s) shall personally receive a minimum of two (2) full days of training, up to eight (8) hours each day at no cost to the District. The training will be held at West Florida High School.

- B. Retraining should be made available as needed at no additional cost. Scheduling of retraining should be scheduled no more than 30 days in advance.
- C. Other training such as video and online training should be made available at no cost as needed and on-demand. Sample taste test shall be coordinated with Taylor Brantley - bbrantley@ecsdfl.us.

- 3. **PRODUCTS, SUPPLIES, AND EQUIPMENT:** The successful vendor shall provide all supplies, advertising, and equipment for this program. The District shall maintain all supplies and equipment in good working condition and will be responsible for replacing any company owned graphics, signage, supplies or equipment that becomes inoperable or unsanitary due to neglect or which do not conform to the requirements established by the successful vendor.
 - Products: Products must be supplied to the District's Central Warehouse monthly. Refrigerated trucks must be used for all food deliveries. Delivery is acceptable from 7:30 a.m. to 2:00 p.m., Monday through Friday, except for school holidays.
 - Equipment: All menu boards and small wares (pizza pans, pan holders, pizza cutters,) shall be supplied to the District at no up-front cost to district. Any small wares that are lost or stolen will be replaced by the District at the District's expense. The District will be responsible for installation of the provided equipment. The District shall maintain the equipment in good working order at all times. If a piece of equipment gets broken from no neglect on the part of the participating District during the one-year warranty period, the vendor should have the ability to provide loaner equipment while the equipment is being repaired. Loaner equipment must be provided within forty-eight (48) hours of notification by the District. The successful vendor shall supply the District with a list of electrical needs for operation of all electrical equipment. The District will be responsible for ensuring that all electrical connections are in place prior to the beginning of this program.
- 4. **INITIAL INSPECTION:** Before commencement of the contract, the successful vendor shall make an inspection of West Florida High School ensure that the equipment proposed for the program will work in the space designated for use.

A.1 INSPECTIONS: Vendor must visit participating school on a minimum basis of twice per year the product(s), if they are properly trained in the handling and execution of the program.

B. The District must be able to visit at least one site under production with the same program as requested in this solicitation, prior to the awarding of a contract if requested.

C. The District reserves the right to remove any individual employed by the vendor from the District's property who may not be conducting themselves in a professional manner or dressed properly if it is in the best interest of the District.

PIZZA PRODUCTS SPECIFICATIONS:

- 1. Pizza dough needs to be seven inches (7") in diameter and 3 oz. made with honey wheat formula (or approved alternate) to provide a minimum of 2 oz. CN WG rich Grain equivalent. The dough should be pre-pressed and docked. The dough should be proof ready (raw) and not par-baked. It should perform as a pan-style pizza and have the flexibility to make calzones and oven baked fold-over style sandwiches.

2. The cheese must be one-hundred percent (100%) part skimmed Mozzarella, be individually quick frozen (IQF), and meet USDA specifications for lower sodium.
 - **Product must not exceed 400 calories per serving and 650 mg of sodium per serving.**
3. The sauce shall be packed in pouches or approved containers and made from crushed tomatoes and not paste.
4. The toppings shall not have any fillers or extenders. Available toppings should include Italian sausage and pepperoni.
5. The program must offer a pre-assembled clam-shell box with a branded logo and place for marking both times and flavors. It should be made of fluted cardboard or corrugated (not chipboard) as to maintain the holding temperature of the product and offer the ability to stack the boxes without crushing.
6. The entire pizza must be able to be fully baked on a conveyer oven or similar oven specified by contractor on a belt time of three (3) minutes or less.
7. Nutritional Specification Sheets must accompany all food items offered in this RFP.

D. EQUIPMENT SPECIFICATIONS:

1. All equipment and supplies included in this RFP must be supplied to West Florida High School at no up-front cost to the District.
2. Pizza concept equipment shall have a branded look and be supplied by the vendor at no up-front cost to the District(s).
3. Vendor shall supply necessary equipment to produce 30% of the total enrollment in pizzas each day ensuring that no pizza is baked more than one (1) hour ahead of serving.
4. Vendor must supply a six-foot (6') kiosk with a branded look. Vendor must supply one (1) kiosk per school. **Optional at Customer(s) request.**
5. Vendor must supply enough pizza pans per school to fill in or extra sales in the beginning of program
6. Successful vendor must supply assorted small wares to include, but not limited to the following: pan grippers, pizza cutters, spatulas, etc. at no upfront cost to the District.

A) PRODUCTS AND EQUIPMENT DETAILS AND INFORMATION:

1. Provide a list and samples of branded items such as wrappers, boxes, packaging containers, napkins, etc. to be used in the pizza program.
2. Provide a list of supplies, equipment, and small wares proposed to be used in this program.
3. Does your firm have the capability of providing loaner equipment (pizza oven, proof box, cold bar, heated self-service display cabinet) and other needed items for equipment requiring repair in excess of twenty-four (24) hours. Replacement/loaner equipment must be of equal or better quality than the piece of equipment to be repaired.

H. PERFORMANCE CAPABILITY

1. Working hours: Include a listing of your firm's normal business hours and an emergency phone number for after business hours assistance.
2. Maintenance/Repairs: Does your firm have a maintenance department or a maintenance

agreement with a sub-contractor to repair or replace broken equipment?

I. CONTRACT TIME PERIOD

Initial Term - The initial term of this contract, which results from the award of this RFP, shall commence on **October 1, 2023**, and terminate on **June 30, 2024**.

a) Extension Option -The contract may be extended up to one (1) year at the same proposal pricing, or with price change by providing mutual agreement by both parties in written form.

J. APPROXIMATE ANNUAL QUANTITIES

This is a “demand usage contract”, and the estimated quantities listed on the proposal pricing schedule are an approximate amount based on the current year’s usage. The quantities may change as menu needs change. In some instances, the School Food Authority (SFA) will have under or overestimated and the price quoted must be firm until the last order. Estimates in this RFP are not a commitment to purchase the same amount.

K. HACCP REQUIREMENTS

The SFA(s) expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the SFA(s) may require documentation verifying that a written HACCP plan is followed.

L. PROPRIETARY INFORMATION:

If a Responder submits any document with the RFP that is considered to be proprietary in nature or is considered to be a trade secret, the Responder shall notify the school district(s) that the documents are included in the RFP. The school district(s) will honor the request unless or until a competing Responder asks to have access to the information. In such case, the school district(s) will notify the affected Responder that a challenge has been made. If the affected Responder can produce a court issued restraining order within (10) ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the (10) ten working day period, the information will be released and the school district shall not be held liable.

M. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

- a) Responders are required to list packer, manufacturer, manufacturer’s code (item number) brand, where indicated on bid documents.
- b) When offering house labels, Responder is required to indicate packer name, packer location and product number.
- c) Grade must be listed for all food products.

N. FOOD RELATED TERMS AND CONDITIONS

Inspection and testing: The Responder agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the Responder's facilities. The school district(s) shall also have the right to test at its own cost the materials supplied under this contract.

Net container quantity: The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

Service Level: The Responder shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.

Substitutions: If a Responder is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a Responder is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The Responder shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

Credit—A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.

Inspection—Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.

O. COST PROPOSAL

0.1 See Cost Proposal Form. All relevant, applicable costs and fees are to be included in the Cost Proposal.

Proposer(s) shall submit their cost responses into the Cost Proposal Form provided herein. Proposer(s) shall not deviate from the structure established in the Cost Proposal Form. Submission of incomplete Cost Proposal Forms or Cost Proposal Forms that deviate from the clearly established structure may result in the rejection of a proposal as non-responsive.

0.2 Pro Forma; A business forecast will be provided by the vendor, based on vendor's historical data related to National School Lunch school performance. This forecast will include low and high estimates of participation performance, estimated costs to the district, estimated revenues and profits, equipment pay-off costs and timeline.

P. IMPLEMENTATION PLAN AND TIMELINE

Include with proposal an Implementation Plan (a detailed explanation of Proposer's proposed method(s) to satisfy the requirements of this project) and Timeline from the date this project will begin through to the anticipated completion date.

Q. RFP EVALUATION AND AWARD

All proposals received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "RFP Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any proposals will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

The SFA(s) reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in their entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items included in the proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA(s) to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA(s). In evaluating the proposals received and determining the best value for the SFA(s), the SFA(s) may consider any combination of the following criteria:

- (1) the purchase price;
- (2) the references of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA(s); (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA(s) to comply with any applicable laws or rules; (10) the total long-term cost to the SFA(s) to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA(s) may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the SFA(s), will be made by the Child Nutrition Director(s), the SFA(s) Purchasing Officer, the SFA(s) Finance Officer and/or SFA(s) designee. Unless

Unless otherwise indicated in this RFP, "all or nothing" bids are not acceptable and will be rejected.

PIZZA COSTS

RFP EVALUATION SCORING WORKSHEET – West Florida High (Implementation)

Factor	Maximum Rating	Supplier		
Food/Box Cost per Slice	25			
Equipment Quote	25			
Training Availability	20			
Ease of Ordering	20			
Marketing	10			

PIZZA COSTS

RFP EVALUATION SCORING WORKSHEET – All District Locations

Factor	Maximum Rating	Supplier		
Food/Box Cost per Slice	25			
Equipment Quote	25			
Training Availability	20			
Ease of Ordering	20			
Marketing	10			

For Quantity Amount:

1. What is the cost of all ingredients to make a 7" pizza?
\$ _____-without equipment up charge and with equipment upcharge \$ _____
2. What is your suggested selling price of a 7" cheese pizza? \$ _____
3. What is the cost of ingredients to make a 7" pepperoni pizza? \$ _____
\$ _____-without equipment up charge and with equipment upcharge\$ _____
4. What is your suggested selling price of a 7" pepperoni pizza? \$ _____

LIST OF EQUIPMENT PRICING. The total of the equipment purchased will be paid off through the up-charge of the pizza crusts and pizza boxes. If in the District's discretion they want to buy the equipment outright, the price on the equipment would be 5% less than what is quoted here:

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the RFP a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 6329992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM P-002
Reference Release Form

_____ (Name/ Title) _____ (Name of Company)

give the Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

CONTACT'S EMAIL ADDRESS:

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

CONTACT'S EMAIL ADDRESS:

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that:
- (1) He or she is the person in the offeror’s organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror’s organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Vendor’s Authorized Representative

Date

Title

In accepting this offer, the National School Lunch Program Sponsor certifies that the Sponsor’s officers, employees or agents have not taken any action, which may have jeopardized the independence of the Vendor’s offer to which this document is attached and referred to above.

Signature of Authorized Sponsor Representative

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

RESPONDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

RESPONDER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said RESPONDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any RESPONDER, firm, or person to fix the price or prices in the attached Proposal or any other RESPONDER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other RESPONDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the RESPONDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)

My Commission Expires:

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM (ATTACHMENT F)

CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a “contractor” as “an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).” To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor’s records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board’s request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each Signatory:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Florida Statutes
287.135

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Company Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Company Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Print Name and Title: _____

State of Florida
Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

ATTACHMENT I

The Civil Rights Statement required by USDA:

The Vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

PURCHASES /BUY AMERICAN

- a. The VENDOR shall retain title of all purchased food and nonfood items.
- b. The VENDOR shall purchase, to the maximum extent practical, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.
- c. The VENDOR shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.
- d. The VENDOR may substitute commercially-purchased foods for all other USDA Foods received. All commercially-purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- e. The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- f. The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA.
- g. The SFA reserves the right to review VENDOR purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. Part 250.
- h. The VENDOR shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- i. The VENDOR must request approval for exceptions to Buy American Provision from SFA prior to delivery. Requests should include documentation such as cost or availability data. SFA must document when exception is approved, including all Buy American Provision requirements as stated in 7 CFR Part 210.21(d) /and FNS Policy Memo SP 38-2017. The following must be documented for each approval:
 - i. Consideration made for the use of domestic alternative foods before approving an exception.
 - ii. The use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
 - iii. The use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

CERTIFICATION REGARDING LOBBYING**CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____ Date: _____
Signature of Official (Executive Director) Authorized to Sign Application

By _____ Date: _____
Signature of Official (Chief Financial Officer) Authorized to Sign Application

For: _____
Name of Grantee (Sponsor Name)

Title of Grant Program (NSLP or SFSP)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, <i>if known:</i> Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

AD-1049

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
 4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (*Street Address, City, County, State, Zip Code*)

Check if there are workplaces on file that are not identified here.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).